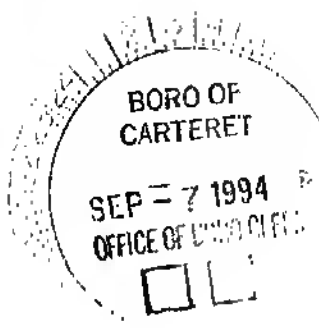


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AGREEMENT

Between

BOROUGH OF CARTERET

and

LOCAL NO. 702, PUBLIC EMPLOYEES SERVICE UNION

January 1, 1993 through December 31, 1995

APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.
25 Independence Blvd.
P. O. Box 112
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(908) 580-1776

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*9-8-94
Copies to Mcl,
Attorney,
Treasurer,
Payroll,
Purchasing,
Local No. 702 (St. Marks)
& H. Feeney
MC 9-28-94
Copy to
Police Chief
& Sgt. R. Maguire
MR
OK 9-28-94*

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AGREEMENT

Agreement entered into by and between the Borough of Carteret, hereinafter referred to as the "Borough" or the "Employer" and Local No. 702, Public Employees Service Union, hereinafter referred to as the "Union" or "Local 702".

The effective date of this Agreement is January 1, 1993 to December 31, 1995.

ARTICLE 1

RECOGNITION

The Employer recognizes Local 702 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment, for all of its Crossing Guards.

ARTICLE 2

DUES CHECK-OFF

1. The Borough agrees to deduct Union membership dues each month, from the pay of those employees who request, in writing, that such deduction be made. The amounts deducted shall be certified to the Borough by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Borough, and in accordance with the provisions of

N.J.S.A. 52:14-15.9e; as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

3. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by notice of the Union to the Borough or in reliance upon the notification of the Union.

4. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

5. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

6. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

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7. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union, as provided for by law. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

8. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards, or the fair share assessment information as furnished by the Union to the Borough or in reliance upon the notification of the Union.

ARTICLE 3

HOURS OF WORK

The Employer agrees, and the employees agree, to work a schedule as set forth by the Borough and the Police Department, that would adequately serve the needs of the school district.

ARTICLE 4

WAGES

1. Commencing January 1, 1993, there shall be a forty (\$0.40) cent per hour increase for all crossing guards, making the new rate \$8.42 per hour.

2. Commencing January 1, 1994, there shall be a fifty (\$0.50) cent per hour increase for all crossing guards who were

employed by the Borough as of December 31, 1993 making the new rate \$8.92 per hour for those employees.

Commencing January 1, 1994, there shall also be a new starting salary and rate range for employees hired on or after January 1, 1994 as follows:

	<u>Per Hour</u>
Start Rate	\$6.50
After 1 year	\$6.98
After 2 years	\$7.46
After 3 years	\$7.94
After 4 years	\$8.42
After 5 years	\$8.92

3. Commencing January 1, 1995, there shall be a sixty (\$0.60) cent per hour increase for all crossing guards who were employed by the Borough as of December 31, 1993, making the new rate \$9.52 per hour for those employees.

Commencing January 1, 1995, the salary range for employees hired on or after January 1, 1994, shall be:

	<u>Per Hour</u>
Start Rate	\$6.50
After 1 year	\$7.10
After 2 years	\$7.70
After 3 years	\$8.30
After 4 years	\$8.90
After 5 years	\$9.52

4. The crossing guard, assigned as assistant to the supervisor of the crossing guards, shall receive one dollar (\$1.00) per hour, over and above the regular crossing guard rate, for the life of this contract.

ARTICLE 5

MISCELLANEOUS

Any shortage on the paycheck of any employee, amounting to less than \$10.00 (ten dollars) shall be rectified on the next paycheck.

ARTICLE 6

GRIEVANCE PROCEDURE

1. A grievance, within the meaning of this Agreement, shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties, involving interpretation or application of any provisions of this Agreement.

2. An aggrieved employee shall present his/her grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event of such grievance, the steps, hereafter set forth, shall be followed:

Step 1. The employee and the steward, or the employee individually, but in the presence of a steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within ten (10) working days, the employee or the steward may forward the grievance to the next step in the procedure.

Step 2. The steward will discuss the grievance with the Borough councilman in charge of the department involved.

In the event the grievance is not satisfactorily adjusted within ten (10) working days, the grievance may be appealed at the next step.

Step 3. The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within thirty (30) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within thirty (30) working days, the grievance may be taken to arbitration by either party, upon written notice to the other party.

ARTICLE 7

ARBITRATION

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Borough and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of arbitrators in accordance with the procedures of the agency selected.

2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument.

3. Expense for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

4. Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned. Any such agreement for time extension shall be in writing.

ARTICLE 8

HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving Day
Good Friday	Veteran's Day
Memorial Day	All Day Christmas Eve
Labor Day*	Christmas Day
Employee's Birthday	

*If school year begins before holiday.

1. Holidays shall be observed on same day as school closing.

2. It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following the said holiday, unless a reasonable excuse is given for absence.

ARTICLE 9

VACATIONS

1. The Borough shall grant all employees, covered by this Agreement, a total of two (2) weeks vacation per year, not to exceed ten (10) days.

2. Every employee covered by this agreement shall take one week's vacation during the Christmas shutdown and one week's vacation during the Easter shutdown, as outlined by school requirements.

3. Vacation pay shall be at the same rate of pay currently in effect at time of vacation for each employee.

4. Whenever practical and reasonable, vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

ARTICLE 10

PERSONAL DAYS

1. Four (4) personal days, with pay, will be granted to all employees covered by this Agreement, provided the employee gives at least two (2) working days notice of intent to utilize a personal day. In the event of an emergency, the Employer shall make every effort to grant a personal day. .

2. Payment of regular day's pay for up to four (4) days shall be granted during the school year, if school(s) is closed due to inclement weather.

ARTICLE 11

SICK LEAVE

1. All employees on the payroll as of January 1st of each year who have one full year of service shall receive sick pay as follows: 5.5 hours per month, accumulated at 10 months per year, for a total of 55 hours per year.

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2. Borough employees, covered by this Agreement, shall receive fifty percent (50%) cash payment of all accumulated sick leave on retirement to a maximum amount of \$15,000.00. Employees hired on or after January 1, 1994 shall be entitled to receive cash payment of twenty-five (25%) percent of all accumulated sick leave on retirement to a maximum of \$15,000.00. In the event of an employee's death, the accumulated unused sick leave entitlement at the time of death shall be paid to his/her beneficiary.

ARTICLE 12

BEREAVEMENT PAY

1. In case of death in the immediate family of any employee, four (4) days leave of absence with pay shall be granted to arrange or attend funeral services.

2. Leave of absence shall mean four (4) continuous days, whether working days or not, from the day of death.

3. Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grandchildren.

4. These four (4) days shall not be charged to sick leave benefit of any employee.

5. One (1) day shall be granted with pay in case of death of any other relative to arrange or attend funeral service.

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ARTICLE 13

SENIORITY

1. Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or termination. The principles of seniority and promotion from within shall be the guiding factor in relations between the parties, but any employee assigned to do a particular job must be able to demonstrate an ability to do the job required.

2. All job openings must be posted for five (5) working days. Copies of all job postings shall be given to the local Union President.

3. All employees who work at a job which pays a higher rate of pay than their own, shall receive the higher rate of pay for the time worked at the higher classification. Seniority dates apply only to full time employment.

ARTICLE 14

CLOTHING ALLOWANCE

1. Effective in 1993, and for each year of this Agreement, the Borough will provide a clothing allowance for each crossing guard with payment in accordance with present practice, as follows:

\$300.00 for Uniforms and Clothing

\$100.00 for Shoes and/or Boots

2. The Borough will continue to provide a regulation baseball type hat for summer wear.

3. The Borough shall continue to provide such items as prescribed by regulations as follows: regulation hat, vest, badge and whistle.

4. The Borough shall also provide foul weather gear and all other safety equipment, as needed or prescribed by law.

ARTICLE 15

LONGEVITY

Effective January 1, 1994, employees covered by this Agreement who have ten (10) or more years of service with the Borough of Carteret shall be entitled to an annual longevity payment in the amount of twenty (\$20.00) dollars.

ARTICLE 16

DISCIPLINE

No employee shall be disciplined, except for just and proper cause, as follows:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

1. In any instance where an employee is subject to disciplinary action, which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the date of the incident involved. During such three (3) days, the two sides shall meet to try and resolve the matter.

2. No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing along with specifications shall be furnished to the employee, with a copy to the Union President and the Council office. The employee shall be entitled to representation at any such hearing by the Union President, Union Steward and Local 702 Representative.

3. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

4. Any suspension in excess of five (5) days, or any removal of an employee, may be appealed to Civil Service.

ARTICLE 17

INSURANCE

1. The Borough shall provide a disability and life insurance benefit in line with all other Borough employees.

2. The State Pension Plan, currently in effect, will stay in effect and cover all eligible employees, covered by this Agreement.

ARTICLE 18

DURATION

This Agreement shall be in effect from January 1, 1993, up to and including December 31, 1995, and thereafter until terminated or amended by either party giving the other party sixty (60) days' prior written notice of its intent to terminate

or amend prior to December 31, 1995. The party giving such notice shall submit, in writing, any proposed amendments it desires.

IN WITNESS WHEREOF, the parties have set their hands and seals this 22nd day of August, 1994.

LOCAL NO. 702,
PUBLIC EMPLOYEES SERVICE UNION

BOROUGH OF CARTERET,
NEW JERSEY

Gregory Furey

Wanda Welsch

Georgia Baran

Peter J. Dea

Kathleen M. Barney

KATHLEEN M. BARNEY
Registered Municipal Clerk

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